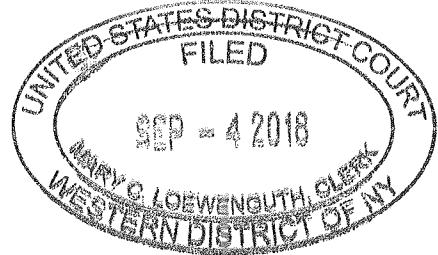


**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK
BUFFALO DIVISION**



CLINTON STRANGE,

Plaintiff

v.

18 CV 6635 G

SLICK INNOVATIONS, LLC;
a New York Domestic Limited Liability Company
&
BISTRO TO GO, LLC,
a Louisiana Limited Liability Company
Defendants

Civil Action:

Complaint for Violations of the:

Telephone Consumer Protection Act 47 U.S.C. § 227

)

)

Demand for Jury Trial

)

)

Preliminary Statement:

This is an action brought by an adult individual who is a natural person against Defendants SLICK INNOVATIONS, LLC and BISTRO TO GO, LLC for violations of the Telephone Consumer Protection Act of 1991 (“TCPA”), under the following U.S. Federal Statutes:

Telephone Consumer Protection Act 47 U.S.C. § 227(c)(5);

&

Telephone Consumer Protection Act 47 U.S.C. § 227(b)(1)(a)

)

Jurisdiction of this Court arises under:

Telephone Consumer Protection Act 47 U.S.C. § 227

Because the action brought involves Federal Question Jurisdiction.

)

Venue Lies Properly in This Court:

Pursuant to 47 U.S.C. § 227(g)(4) & 28 U.S.C § 1391.

Parties:

Plaintiff Clinton Strange is an adult individual residing at the address of:

Clinton Strange
7021 Winburn Drive
Greenwood, LA 71033

Defendant SLICK INNOVATIONS, LLC is a New York Domestic Limited Liability Company who according to the New York Department of State Division of Corporations is listed as:

Slick Innovations, LLC
79 Pershing Avenue
Suite # 2
Jamestown, New York 14701
&

Whose Registered Agent is Listed as:

NONE

Defendant BISTRO TO GO, LLC is a Louisiana Limited Liability Company that according to the Louisiana Secretary of State has a principal place of business at:

Bistro To Go
748 Lassus Street
Shreveport, LA 71106
&

Whose Registered Agent is Listed as:

NONE

)

)

Factual Allegations:

1. Plaintiff's cellphone number 318-780-8946 is registered on the Federal Do-
Not-Call listing, and has been so registered since at least 10/29/2014, and
Plaintiff 're-registered' on 01/24/2018 *See Exhibit A.*
2. Plaintiff never provided his cellphone number to Defendants or consented to
be contacted by any means on his cellphone number 318-780-8946 by the
Defendants listed herein. Plaintiff has no business relationship with either
Defendant, nor has he ever had one with either Defendant listed herein.
3. Plaintiff does not like to receive unwanted and solicitous commercial phone
calls, texts, or SMS/MMS messages on his cellphone because they "intrude
on his seclusion and violate his rights to privacy guaranteed under the U.S.
Constitution", and further deplete Plaintiff's mobile device's memory
storage capacity, deplete Plaintiff's battery level on his cellphone, and
require him to use a measurable amount of mental and physical energy to
review the contents of the unwanted SMS text spams. Plaintiff alleges that
[he] has Article III standing under the Constitution of the United States of
America as a result of Defendants' alleged conduct. Also, that conduct meets

at least the definition of the Tort of Conversion of Plaintiff's Chattel [i.e. his cellular telephone].

4. Plaintiff Clinton Strange is the wireless cellphone subscriber to the number 318-780-8946 and is financially responsible for the Verizon Wireless Account herein.
5. Plaintiff alleges that the Defendants or alternatively a 3rd Party Marketing Company hired by the Defendants sent at least one text message to the Plaintiff on his cellphone number 318-780-8946 within a 12-month period.
6. Plaintiff alleges that Defendants or alternatively a 3rd Party Marketing Company acting as an 'Agent' under the common law of agency for Defendants utilized an Automatic Telephone Dialing System ("ATDS") to send unwanted / unsolicited SMS / MMS text spam messages to Plaintiff's cellphone number 318-780-8946.
7. On 08/24/2018 at 11:00am CDT Defendants allegedly sent Plaintiff a Text Spam Message from Short Code number 31996 that contained advertising for the Bistro To Go brand *See Exhibit B.*

8. The text message from 08/24/2018 was sent to Plaintiff's cellphone number 318-780-8946 *See Exhibit C.*
9. The text message from 08/24/2018 contained Message Details than can be examined by viewing *Exhibit D.*
10. The text message Plaintiff alleges was sent by the Defendants on 08/24/2018 contained advertising for Defendant Bistro To Go's products and services *See Exhibit E.*
11. Defendant Bistro To Go is a party to a contract, mise and or agreement that is enforceable, under the terms of said agreement, governed by the Laws of the State of New York *See Exhibit F*
12. Defendant Slick Innovations operates the ATDS platform from which the SMS /MMS Text spam originated *See Exhibit G.*
13. Defendant Slick Innovations is domiciled in Chautauqua County, NY and is registered with the New York Division of Corporations as a Domestic For-Profit Limited Liability Company *Exhibit H.*
14. Defendant Bistro To Go is a Louisiana Limited Liability Company *See Exhibit I.*

15. Defendants colluded together to send the violating text message Plaintiff received and perhaps more than Plaintiff since deleted from his phone since the fall season of 2017.
16. The text message that the Plaintiff alleges to have received on his cellphone on 08/24/2018 at 11:00am CST seems to indicate that [i]t was in reference to a “first time Bistro To Go online order” lending weight to the Plaintiff’s allegation that NO PRIOR established business relationship existed between Plaintiff and the Defendants herein *See Exhibit J.*
17. Defendant Party Slick Innovations maintains most or all of the business and electronic records pertaining and regarding the text message campaigns between the Client who is Defendant Party Bistro To Go at the Jamestown, New York Office.
18. Defendants’ text message that Plaintiff can document DID NOT contain ‘opt-out’ instructions in violation of 16 C.F.R., and the TSR ‘Telemarketing Sales Rule’ *See Exhibit E.*
19. Defendants were careless and reckless in their customer listings in that they knew they did not have consent to text message all the numbers ‘on their list, or alternatively were negligent in the duty of care they exercised in maintaining the ‘opted-in’ list of cellphone subscribers to the campaign.

20. Defendant Party Slick Innovations' 'Platform Equipment' is housed in or near their principal place of business in Jamestown New York, and this will be the location where Plaintiff's Technology Expert Witness will be able to evaluate the machine to see if "[i]t has the present capacity" to be defined as an ATDS under the definition of the Second Circuit.
21. Defendant Party Bistro To Go will be able to provide unprivileged communications between themselves and Defendant Party Slick Innovations regarding the text messaging campaign from Fall 2017 to present.
22. The Telephone Consumer Protection Act 47 U.S.C. § 227(b)(1)(a)(iii) states in part that:

(b) RESTRICTIONS ON USE OF AUTOMATED TELEPHONE EQUIPMENT

(1) PROHIBITIONS It shall be unlawful for any person within the United States, or any person outside the United States if the recipient is within the United States

(A)to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using any automatic telephone dialing system or an artificial or prerecorded voice

iii)

to any telephone number assigned to a paging service, cellular telephone service, specialized mobile radio service, or other radio common carrier service, or any service for which the called party is charged for the

call, unless such call is made solely to collect a debt owed to or guaranteed by the United States

23. The Telephone Consumer Protection Act 47 U.S.C. § 227(c)(5) states in part that:

(C) PROTECTION OF SUBSCRIBER PRIVACY RIGHTS

(5) PRIVATE RIGHT OF ACTION A person who has received more than one telephone call within any 12-month period by or on behalf of the same entity in violation of the regulations prescribed under this subsection may, if otherwise permitted by the laws or rules of court of a State bring in an appropriate court of that State—

(A)

an action based on a violation of the regulations prescribed under this subsection to enjoin such violation,

(B)

an action to recover for actual monetary loss from such a violation, or to receive up to \$500 in damages for each such violation, whichever is greater, or

(C)

both such actions.

24.Courts have upheld that Defendants are liable for the actions of 3rd parties when [they] hire 3rd party companies to market their products and services.

See Krakauer v. Dish Network LLC, No. 1:14-CV-00333, M.D.N.C.;

&

United States of America et al v. Dish Network LLC, No. 3:09-CV-03073, C.D. Ill.

25.The term ““agency” means more than mere passive permission; it involves request, instruction, or command.” *See Taco Bell I*, 879 F. Supp. 2d at 1084.

26. Defendants entered into an agreement for marketing campaigns and text message advertising at some point in time prior to Fall 2017.

27.The Telephone Consumer Protection Act 47 U.S.C. § 227(e)(1) states in part that:

(1) IN GENERAL

It shall be unlawful for any person within the United States, in connection with any telecommunications service or IP-enabled voice service, to cause any caller identification service to knowingly transmit misleading or inaccurate caller identification information with the intent to defraud, cause harm, or wrongfully obtain anything of value, unless such transmission is exempted pursuant to paragraph (3)(B).

28. The Plaintiff believes that the conduct of the Defendant's and or their 3rd Party marketing partners arises to a level worthy of Trebled Damages under the TCPA.
29. The TCPA provides at 47 U.S.C. § 227(b)(3)(C) in part that trebled damages can be awarded by the court for willful and / or knowing violations by the Defendant: or
- C)** both such actions.
- If the court finds that the defendant willfully or knowingly violated this subsection, or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under subparagraph (B) of this paragraph.
30. At all times pertinent hereto Defendants were acting by and through their agents, servants and / or employees who were acting within the course and scope of their agency or employment, and under the direct supervision and control of the Defendants herein.
31. At all times pertinent hereto, the conduct of the Defendants, as well as that of their agents, servants and/ or employees was intentional, reckless, and in grossly negligent disregard for Federal Laws and the rights of the Plaintiff herein.

Count I:

32. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.
33. At all times pertinent hereto the Defendants were liable to the Plaintiff for violations of:

Telephone Consumer Protection Act 47 U.S.C. § 227(c)(5)

Which makes Defendants liable to Plaintiff for any further violations that become known to Plaintiff in the course of discovery.

Count II:

34. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.
35. At all times pertinent hereto the Defendants were liable to the Plaintiff for violations of:

Telephone Consumer Protection Act 47 U.S.C. § 227(b)(1)(a)

Which makes Defendants liable to Plaintiff for at least 1 trebled violation as evidenced in the complaint and Plaintiff seeks \$1,500 in damages for said violations.

Jury Trial Demand;

Plaintiff demands trial by jury on all issues so triable.

Prayer for Relief;

WHEREFORE, Plaintiff seeks judgement in Plaintiff's favor and damages against the Defendant, based on the following requested relief:

Statutory Damages;

Treble Damages;

Stacked Damages;

Enjoiner from further violations of these parts;

Costs of litigating the action together along with all reasonable attorney's fees (if any) and court costs;

And such other and further relief as may be necessary, just and proper.

Respectfully Submitted,

X Clinton Strange
Clinton Strange

08/31/2018

Pro Se

Dated

7021 Winburn Drive

Greenwood, LA 71033

318-780-8946

parsmllc@gmail.com

[Redacted]

EXHIBIT A

From: Verify@DonotCall.gov
Sent: Wednesday, January 24, 2018 8:36 PM
To: parsmllc@gmail.com
Subject: National Do Not Call Registry - Your Registration Is Confirmed

Thank you for registering your phone number with the National Do Not Call Registry. You successfully registered your phone number ending in 8946 on October 29, 2014. Most telemarketers will be required to stop calling you 31 days from your registration date.

Visit <https://www.donotcall.gov> to register another number or file a complaint against someone violating the Registry.

Please do not reply to this message as it is from an unattended mailbox. Any replies to this email will not be responded to or forwarded. This service is used for outgoing emails only and cannot respond to inquiries.

1/24/2018

National Do Not Call Registry

 **FEDERAL TRADE COMMISSION**
PROTECTING AMERICA'S CONSUMERS

Regulation of Telephone Telemarketing Practices Under the Telemarketing Sales Rule

 **National Do Not Call Registry** En Espanol

Registration Complete

You have registered the following telephone number in the National Do Not Call Registry:

(318) 780-8946

You may print this page if you wish to retain a copy for your records.

[Redacted]

EXHIBIT B

[Redacted]



11:00 AM

\$5 OFF
YOUR FIRST ONLINE ORDER
ON YOUR FIRST ONLINE ORDER OF \$25 OR MORE



ORDER ON OUR WEBSITE
bistrotogo.co

ORDER ON THE GO
Text **BISTROTOGO** to 33733

©2018 Bistro To Go, Inc. All rights reserved. Bistro To Go is a registered trademark of Bistro To Go, Inc. Bistro To Go is a registered trademark of Bistro To Go, Inc.

**\$5 DOLLARS OF YOUR
FIRST BISTRO TO GO**

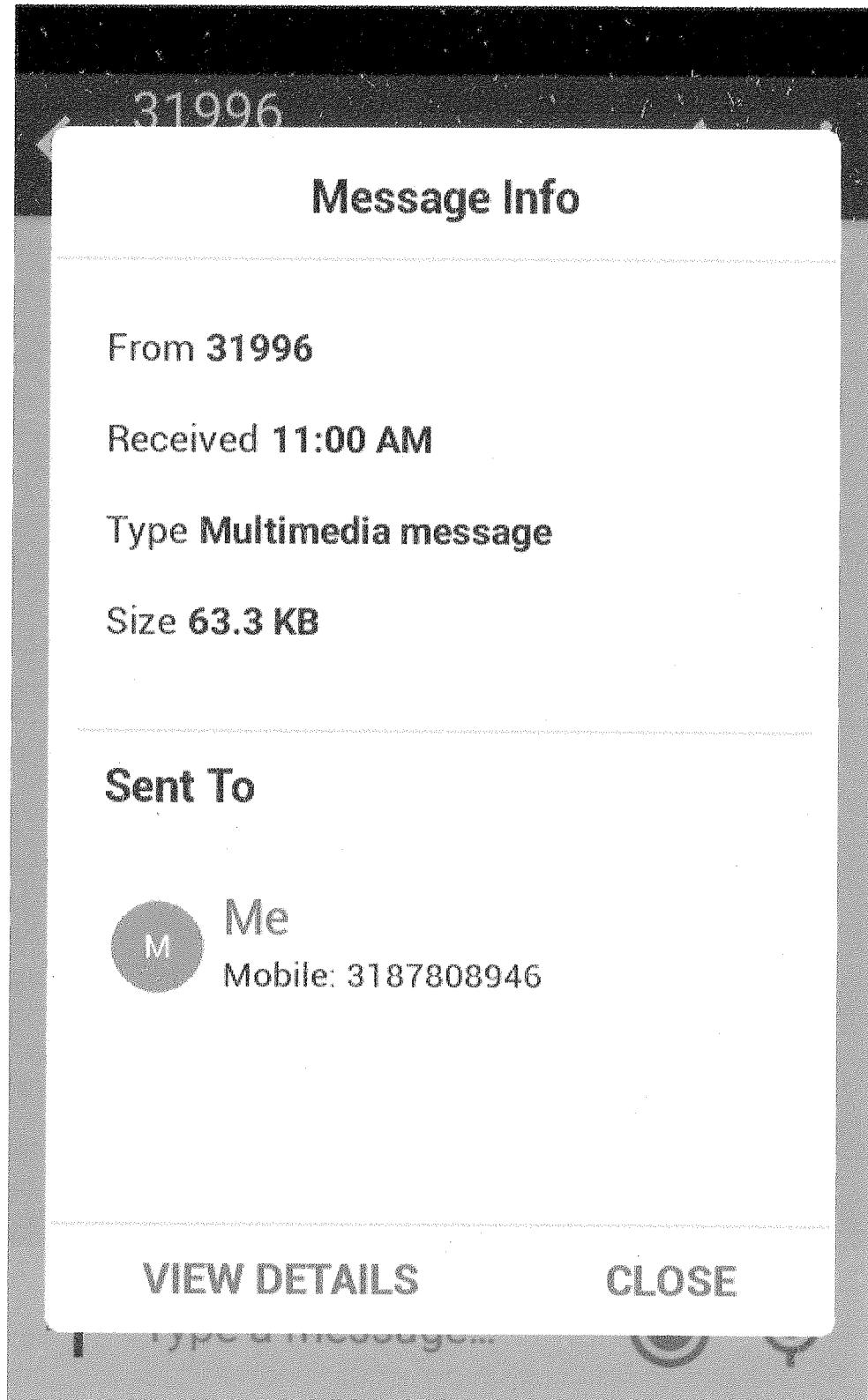


Type a message...



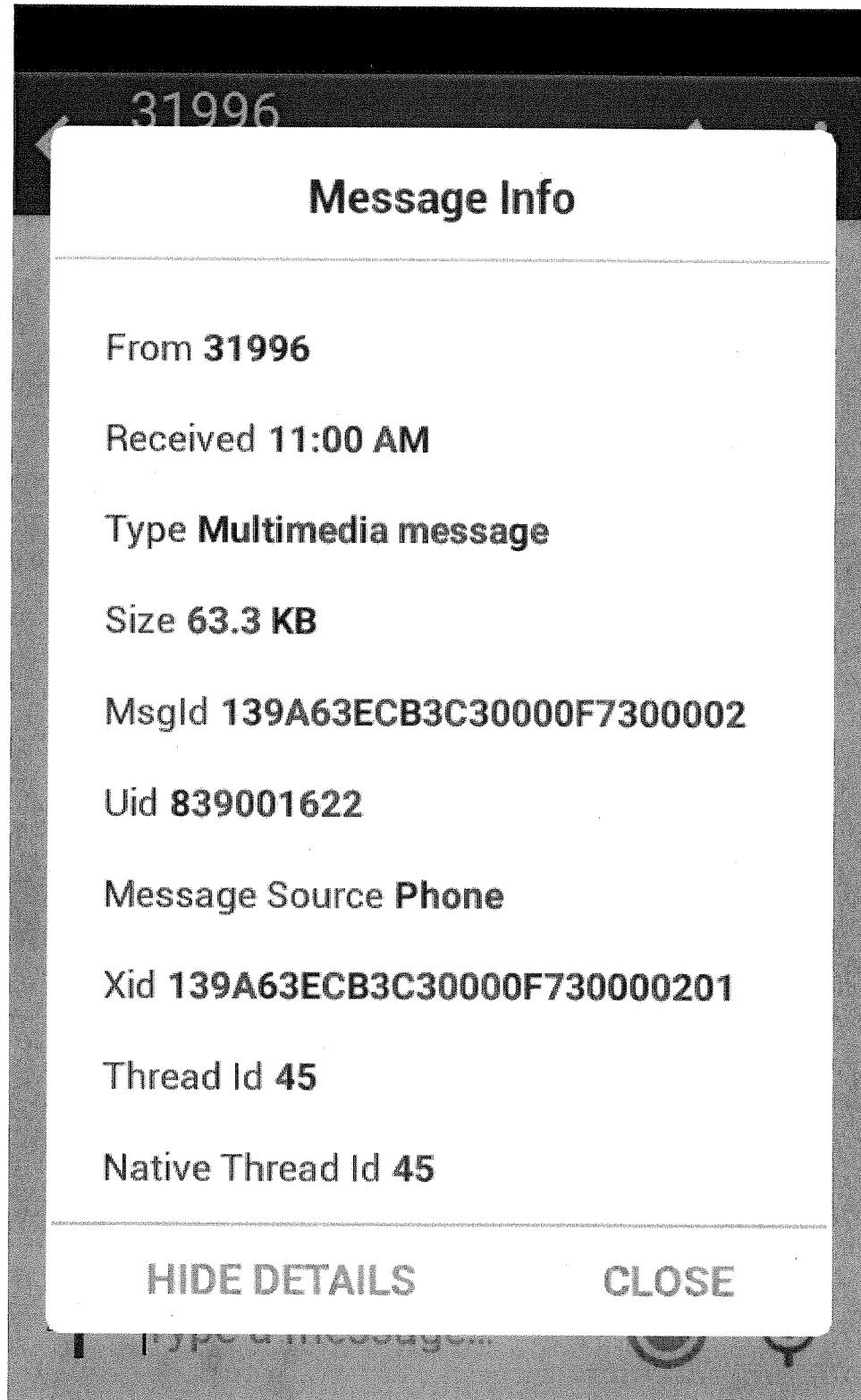
[Type here]

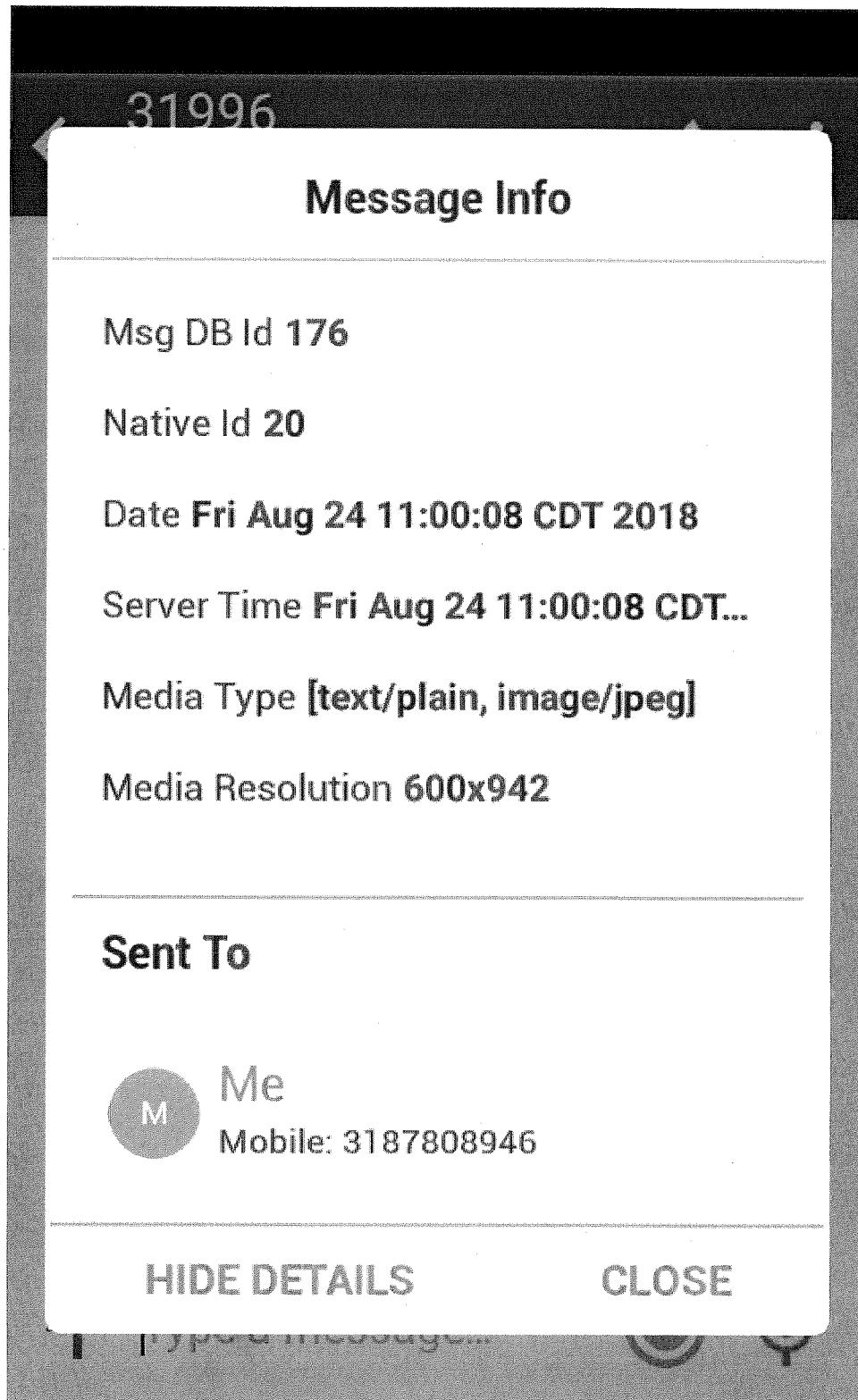
EXHIBIT C



[Type here]

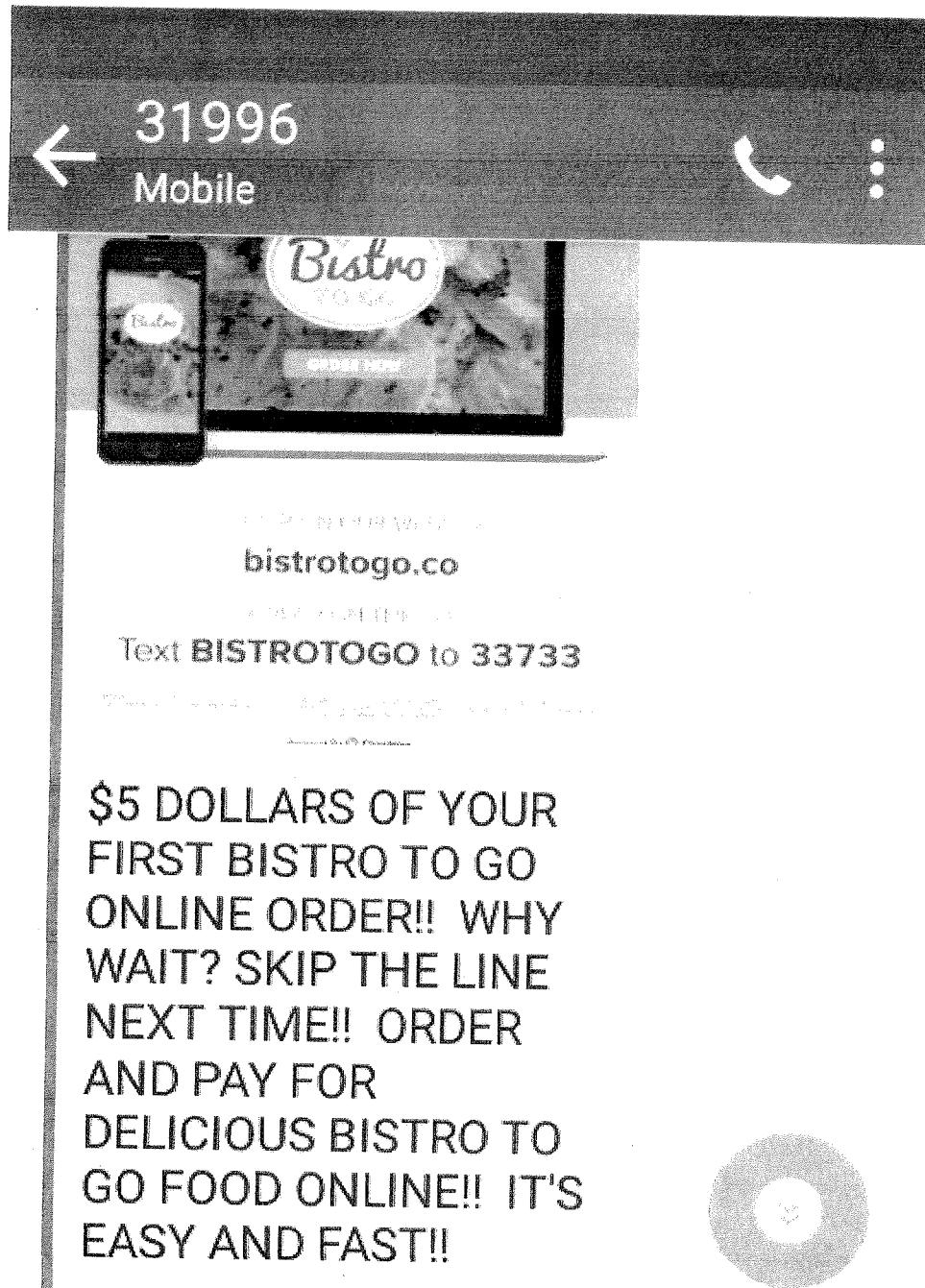
EXHIBIT D





[Type here]

EXHIBIT E



[Type here]

EXHIBIT F



Our terms of use.

I agree that I have read the following terms and conditions that govern the website for SlickText.com. Reading this message constitutes an agreement to comply with said terms and conditions. SlickText.com is the property of Slick Innovations, LLC and the use of its services is available to anyone in the United States or Canada on the stipulation that they abide by the Terms and Conditions governing this Service.

1. This is an agreement relating to your use of the Slick Innovations, LLC's Website (SlickText.com) between you and Slick Innovations, LLC. The agreement consists of the Slick Innovations, LLC Privacy Policy and the following terms and conditions. Use of the Slick Innovations, LLC's Website (SlickText.com) message delivery system constitutes consent to all terms and conditions as outlined below.

SlickText.com is a text message marketing product based on core technology, which is a unified mobile messaging platform that enables clients of Slick Innovations, LLC to send and receive communications with their customers via SMS. By using Slick Innovations, LLC's products and services, you and Slick Innovations, LLC, have agreed to the following stipulations:

Mobile Terms of Service



<http://www.slicktext.com/terms-of-use.htm>

Charges: Standard message and data rates may apply any user sending or receiving SMS messages.

STOP: You can cancel the SMS service at any time. Just text "**STOP**" to 31996. After you send the SMS message "**STOP**" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. To unsubscribe from a particular textword, text "**STOP**" and the textword to 31996. We will send you an SMS message to confirm that you have been unsubscribed from that list. Text "**STOP ALL**" to 31996 to remove your number from any and all text messages and/or MMS messages coming from 31996. If you want to join again, just sign up as you did the first time and we will start sending SMS messages to you again.

HELP: if at any time you forget what keywords are supported, just text "**HELP**" to 31996. After you send the SMS message "**HELP**" to us, we will respond with instructions on how to use our service as well as how to unsubscribe.

SMS Coverage: SMS coverage for Slick Innovations, LLC is supplied by a constantly growing number of wireless carrier networks. Contact Slick Innovations, LLC's website (SlickText.com) via info@SlickText.com to receive updated information regarding carriers that currently support SMS through Slick Innovations, LLC. Slick Innovations, LLC currently supports coverage in the United States and Canada.

Major American Carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, Alltel, Boost Mobile, and Virgin Mobile.

Minor American Carriers: Advantage Cellular (DTC Wireless), Aio Wireless, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Carolina West Wireless, CellCom, Cellular One of East Central IL (ECIT), Cellular One of Northeast Arizona, Cellular One of Northeast Pennsylvania, Chariton Valley Cellular, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), Cross, C-Spire (CellSouth), Duet IP (Maximum Communications New Core Wireless), Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), MetroPCS, Mosaic (Consolidated or CTC Telecom), MTA Communications, MTPCS (Cellular One Nation), Nex-Tech Wireless, NTelos, Panhandle Communications, Peoples Wireless, Pine Cellular, Pioneer, Plateau (Texas



J. Slick Innovations,

Canadian Carriers: Bell (including NorthernTel, Solo Mobile, and Telebec), Fido, MTS, Rogers, SaskTel, Telus (including Koodo Mobile and Public Mobile), Videotron, Virgin Mobile, and Wind.

MMS American Carrier Support: AT&T, Verizon Wireless, Sprint, and T-Mobile.

Customer & Technical Support: Customer and Technical Support for Slick Innovations, LLC may be contacted during normal business hours. Normal business hours are defined as 9am to 5pm Eastern Standard Time, Monday through Friday. Slick Innovations, LLC's support staff will handle any calls made on holidays or outside normal business hours on the following day.

Incorporation of MMA Guidelines: All parties agree to adhere to current Association's "U.S. Consumer Best Practices Guidelines" ("MMA Guidelines"). These guidelines can be found at <http://mmaglobal.com/policies/consumer-best-practices>. The terms of this document shall prevail in the event of a conflict between the MMA Guidelines and the terms of this document.

In the event of a conflict between terms in this document and the MMA Guidelines, this document shall prevail.

Content: The term "Content" refers to the data you are asking Slick Innovations, LLC to store, process, or transmit to end users. You represent the following:

- 1) You own and/or have licensed the rights and necessary clearances to distribute the content to mobile devices (and, optionally, any other means of viewing content that has been mutually agreed on). The Content does not violate the rights of any entity protected by intellectual property legislation or similar laws or regulations.
- 2) All Content is consistent with standards imposed by mobile carriers and aggregators; specifically, the Content is not libelous, defamatory, inaccurate, sexually explicit, unlawful, obscene, false, misleading, racially or ethnically offensive, or objectionable.



4) The Content (including storage, delivery, and transmission) does not violate any laws or regulations in the United States, Canada, your home jurisdiction(s), or any other jurisdiction where the Content is stored, delivered, or transmitted.

5) Slick Innovations, LLC prohibits the use of their platform and services for certain types of text programs and content either stored or transmitted. These programs and content include but are not limited to the following: sex, hate, alcohol, firearms, tobacco, drugs, loans, payday loans, short-term loans, mortgage loans, student loans, debt, debt relief, debt consolidation, debt reduction, credit, credit repair, tax, tax relief, work from home, medication. Slick Innovations, LLC reserves the right to refuse, suspend, terminate any campaign, text program or account at any time and without warning that, in its opinion, is related to any type of said content or other content deemed unacceptable by Slick Innovations, LLC.

Slick Innovations, LLC. reserves the right to delete or refuse to transmit any Content that, in its opinion, violates any of the above stipulations. In the event that Slick Innovations, LLC. deletes or refuses to transmit Content, the company will contact you to inform you of the problem. Slick Innovations, LLC. will work with you to complete the campaign.

You permit Slick Innovations, LLC's website (SlickText.com) to alter and encode the Content into other formats, store it, and transmit it via third parties to mobile devices (and, optionally, any other means of viewing the content that is mutually agreed on).

Campaigns: Slick Innovations, LLC. may refuse, suspend, terminate any campaign, text program or account that, in its opinion, is not in compliance with the then-current MMA guidelines, TCPA guidelines, CTIA guidelines, Canada Wireless Telecommunications Association Guidelines^{f99}, Cellular Carrier guidelines or that violates any applicable law or regulation.

Mobile Phone Numbers Provided To Us:

By providing mobile phone numbers for use on the Slick Innovations, LLC platform, you represent that:



or TCPA Guidelines.

3) Transmission of messages to those phone numbers does not violate any applicable laws or regulations.
Reporting: Receiving access to Slick Innovations, LLC's messaging platform will confirm the start of the campaign and provide proof of performance.

Service Level and Third Party Reliance: Uptime for Slick Innovations, LLC's messaging platform is 99.99%. Slick Innovations, LLC, however, relies on many external suppliers in order to transmit messages to and from mobile devices. These suppliers include, but are not limited to, intermediary aggregators between Slick Innovations, LLC and mobile carriers, mobile carriers themselves, server hosting companies, Internet service providers, and others. Any failure on the part of any outside parties that results in message delay or failure falls under the definition of "Force Majeure" as described below.

Force majeure

General. Excluding payment obligations, neither party will liable for default or delay of obligations under the terms outlined in this document if any such default or delay results from conditions beyond the reasonable control of either party. Such conditions include, but are not limited to, earthquakes, flood, fire, accident, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes ("Force Majeure event"). If Slick Innovations, LLC, suffers such default or delay it will make reasonable efforts within five (5) business days to recommend a substitute transmission for the time period of the original transmission. If the Client is not reasonably satisfied with such substitute transmission, Slick Innovations, LLC, will allow Client a pro rated reduction in services in the amount of money allotted to time, space, and/or program charges at the time of purchase. In addition, all parties will retain the benefit of the same discounts that would have been earned had there been no delay or default.



Innovations, LLC. We will use our best efforts to provide reliable, failure-free messaging systems.

Excuse for delays caused by events beyond reasonable control of Client will not relieve any financial obligations of Client that would have been due and paid without such conditions.

Service may be suspended, cancelled or terminated by Slick Innovations, LLC if the Client's payment for service fails. If this occurs, a series of "Payment Failure" notices will be sent and service will be cancelled or terminated if payment is not received within 14 days.

Cancellation: Either party may cancel the remainder of service without penalty in the event that Force Majeure continues for five (5) consecutive business days.

Additional Indemnification: You agree that Slick Innovations, LLC. and its affiliates and subsidiaries will be indemnified harmless against any losses, damages, or expenses (including reasonable legal fees and disbursements) arising from or relating to any claims, actions, or other proceedings brought on by or on behalf of any third party if said claims result from your acts or omissions in connection with any service offered by Slick Innovations, LLC.

2. Use of Slick Innovations, LLC's website (SlickText.com). The Messaging Center is not to be used for any abusive and/or unlawful purposes. Such purposes include, but are not limited to, any use that may cause disruption of services provided by Slick Innovations, LLC, or its customers, or damage to Slick Innovations, LLC. property. You agree that all usage of the Slick Innovations, LLC's website (SlickText.com), including transmitted communications, will be in compliance with all laws and regulations. You are responsible for all content transmitted through the Messaging Center. Slick Innovations, LLC, only provides you with service of sending messages to mobile phones. Slick Innovations, LLC's website (SlickText.com) is not liable for any consequences brought on by or relating to any messages sent by any person that uses aforementioned service.
3. Privacy. Your private information will only be collected, stored, processed, transmitted, or otherwise handled by Slick Innovations, LLC, with your knowledge and consent. This is primarily done by completing an online form. Your personally identifiable information will not be sold or rented to anyone by Slick Innovations, LLC. Any lack of privacy that you may



WE ARE RELIEVED TO USE THE INTELLIGENT MESSAGING SERVICE PROVIDED BY SLICK INNOVATIONS, LLC. WITH THESE TERMS, YOU AGREE THAT YOU WILL NOT HAVE LIABILITY FOR ANY ACT ASSOCIATED WITH THE PROPER EXERCISE OF ITS RIGHTS UNDER 2 AND 3 OF THIS AGREEMENT BETWEEN SLICK INNOVATIONS, LLC. AND YOU.

5. No Warranties. Slick Innovations, LLC. offers no express warranty with regards to its services or the Messaging Center. Slick Innovations, LLC. disclaims any implied warranty, including specifically any warranties of merchantability or fitness for a particular purpose. Slick Innovations, LLC. does not authorize anyone to make any kind of warranty on its behalf.

6. DISCLAIMER SlickText.com (the Site) and its contents are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, Slick Innovations, LLC. offers no Warranties (implied or expressed) or representations of any kind (and they are expressly disclaimed) with respect to the Site, services, or its contents including, without limit, warranties of merchantability and fitness for a particular purpose. Further, Slick Innovations, LLC. does not represent or warrant that:

- (i) The Services will meet your requirements; its services will meet your requirements;
- (ii) The services will be uninterrupted, timely, or 100% error-free;

You acknowledge that it is not within the control of Slick Innovations, LLC. how or for what purposes its services are used and the allocation of risk in these terms is a reflection of the price paid for its services. If any exclusion in this service is determined to be invalid and Slick Innovations, LLC. becomes liable for damages or loss that may be lawfully limited then that liability will be limited to the amount paid by you for the services provided by Slick Innovations, LLC. . Slick Innovations, LLC. shall not be liable to the Client for any loss arising from any data, instructions, or material supplied, digitally or otherwise, by the Client or on its behalf which is incomplete, inaccurate, illegible, out of sequence or arising from late arrival or non-arrival or in the wrong form or any other fault by the client or on its behalf. Slick Innovations, LLC. is not responsible for any malfunction, delay, non performance and/or other degradation of performance of any of its services caused by or resulting from any alteration, modification and/or amendments due to changes and specifications requested or implemented by the Client whether or not beyond the services already supplied. Any work so arising may result in additional charges. Slick Innovations, LLC. will make reasonable efforts to repair and reinstate service in the event of a failure, depending on the severity of said failure. If said failure is the result of an action performed by the Client



invoicing, LLC. In such circumstances without limitation resulting from a failure to timely pay invoices will require Slick Innovations, LLC. (at its discretion) to either pay to you compensation limited to a credit for the amount paid by you for the unavailable service or a refund in that amount. Slick Innovations, LLC. or anyone else involved with the creation, production, or supply of its services will not be held liable to the Client or any other entity for any loss under the Terms, tort (including breach of statutory duty or negligence) or otherwise howsoever and whatever the cause thereof by reason of or in connection with the Terms or the Services for any: (i) economic loss of any kind, or (ii) loss of contracts, profit, revenues, or anticipated savings, or (iii) damage to the reputation or goodwill of the Client, or (iv) loss resulting from any claim made by any third party, or (v) direct, indirect, special, or consequential damage or loss of any nature whatsoever, and Slick Innovations, LLC. shall be indemnified by the Client from and against any claim which may be made against Slick Innovations, LLC. in respect thereof. Limitation of Implied Warranties or of Liabilities for Incidental or Consequential Damages will not apply in jurisdictions that do not allow for such limitations or exclusions. Slick Innovations, LLC. shall not be liable for obligations that were prevented or delayed in or from performing under conditions due to circumstances beyond its control such as, but not limited to, riots, war, governmental acts, strikes, trade disputes (including with and by our own employees), technical failure, general availability of the internet, power failure, communications failure, weather, fire, flood, explosion, or natural or local emergency.

7. Opt in Guarantee by Client. Clients of Slick Innovations, LLC. guarantee that all mobile numbers in their accounts are 100% opt-in, and recipients of text messages and/or MMS messages recognize the sender and expect to receive said messages from him or her. Slick Innovations, LLC. reserves the right to request that the client submit written explanation of the method of collecting phone numbers and a guarantee signed by the client that all mobile numbers on his or her list have agreed to receive text messages and/or MMS messages from the client if it suspects that the list of numbers may not be 100% opt-in. In cases where Slick Innovations, LLC. suspects that a list is not 100% opt-in it reserves the right to take any action it thinks is appropriate, including but not limited to cancellation of the account.
8. Pricing. Slick Innovations, LLC. reserves the right to make adjustments to the pricing of its product/service offering. Slick Innovations, LLC may raise or lower its prices at anytime. In the event that Slick Innovations, LLC. makes significant alterations to its pricing, Clients will be notified at least 30 days in advance. Subscriptions to services are subject to acceptance by Slick Innovations, LLC. Slick Innovations, LLC. will deem Clients subscriptions to services acceptable when



Case 6:18-cv-06635-FPG Document 1 Filed 09/04/18 Page 35 of 48

of a charge back by a credit card company (or similar action by another payment provider) or other nonpayment by client in connection with payment for Slick Innovations, LLC services or subscription fee may result in suspension, cancellation, or termination of said services or subscription, in sole discretion of the company. If the Client's service is suspended, cancelled, or transferred prior to the end of the then-current service term, all fees paid are non-refundable in whole or in part. The Client acknowledges that Slick Innovations, LLC, is not obligated to make any refunds under any circumstances. However, if the Client wishes to cancel their account, they will not be automatically billed from then on unless they re-instate the account. Should the Client cancel their account, the said account will be immediately terminated. Thereafter they will no longer have access to their account and they will lose any textwords (Keywords), subscribers and other data they originally had. To cancel an account, a Slick Innovations, LLC user must email info@slicktext.com to make the cancellation request and include the following in the subject line: "Please Cancel SlickText Account". Please allow 48 hours to process the cancellation.

9. Unpaid products. Slick Innovations, LLC reserves the right to cancel, suspend, terminate and / or end service for any and all unpaid products or services that are deemed inactive or no longer in use.

10. Intellectual Property. You acknowledge and agree that all content and materials available on this site are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorized by Slick Innovations, LLC., you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content.

As noted above, reproduction, copying, or redistribution for commercial purposes of any materials or designed elements on this site is strictly prohibited without the express written permission of Slick Innovations, LLC. For information on requesting such permission, please contact us at info@SlickText.com.

11. Content Submitted To Traffic Slick Innovations, LLC. You grant to Slick Innovations, LLC, a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any comments and other information (including, without limitation, ideas contained therein for new or improved products and services) you submitted to any public areas of the Slick Innovations,



communications, including communications and other information, as well as in connection with an advertising, marketing, and promotional material related thereto. You agree that you shall have no legal recourse against Slick Innovations, LLC, for any alleged or actual infringement or misappropriation of any property right in your communications to Slick Innovations, LLC.

12. Jurisdiction. These Terms of Use shall be governed by and construed in accordance with the laws of the State of New York. You hereby consent to jurisdiction of the courts in the State of New York to resolve any disputes arising under this Terms of Use.

Agreement. You acknowledge that Slick Innovations, LLC's decision to provide Messaging Center service to you is contingent on your compliance with these terms and conditions, and that these terms and conditions, unless otherwise specified herein, constitutes the entire agreement between you and Slick Innovations, LLC, and supersedes all prior or contemporaneous communication between you and Slick Innovations, LLC. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

This policy may be amended at any time, at the discretion of Slick Innovations, LLC. You will be notified of any substantial changes via this Terms of Use page. If you have any questions, comments, clarifications, or ambiguities, or would like to report any violations the Slick Innovations, LLC's website (SlickText.com) please send us your feedback.

Get started with SlickText today!

We're here to help you through anything you need to get started.

[REDACTED]

EXHIBIT G

[REDACTED]



(https://usshortcodedirectory.com/)

Slick Innovations SMS Short Code



31996 Short Code

Do you own this number?

[Mobile Marketing Provider](https://usshortcodedirectory.com/sms-short-code-industry/mobile-marketing-provider/) (<https://usshortcodedirectory.com/sms-short-code-industry/mobile-marketing-provider/>)

[Write Review](#)

[Report Spam](#) (<http://www.spamresponse.com/report-spam>)

Last Updated: January 7, 2017

Short Code Owner Information

Business/Organization:	Slick Innovations
Address:	301 E 2nd St #304
City:	Jamesstown
State:	NY
Zip Code:	14701
Website:	http://www.slicktext.com/ (http://www.slicktext.com/)
Email Address:	info@slicktext.com
Phone Number:	(800) 688-6290

Basic Short Code Information

Short Code Number:	31996
Short Code Length:	5-Digit Short Code (https://usshortcodedirectory.com/sms-short-code-types/5-digit-short-code/)
Short Code Activation Date:	2/23/12
Short Code Deactivation Date:	N/A
Short Code Type:	Shared Short Code (https://usshortcodedirectory.com/sms-short-code-types/shared-short-code/)

[Type here]

EXHIBIT H

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 29, 2018.

Selected Entity Name: SLICK INNOVATIONS, LLC

Selected Entity Status Information

Current Entity Name: SLICK INNOVATIONS, LLC

DOS ID #: 4347640

Initial DOS Filing Date: JANUARY 17, 2013

County: CHAUTAUQUA

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

SLICK INNOVATIONS, LLC

79 PERSHING AVENUE, SUITE #2

JAMESTOWN, NEW YORK, 14701

Registered Agent

NONE

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
-------------	---------------	--------------------

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JAN 17, 2013	Actual	SLICK INNOVATIONS, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

[Search Results](#) [New Search](#)

[Services/Programs](#) | [Privacy Policy](#) | [Accessibility Policy](#) | [Disclaimer](#) | [Return to DOS Homepage](#) | [Contact Us](#)

[Type here]

EXHIBIT I

R. Kyle Ardoin
Secretary of State

**State of
Louisiana
Secretary of
State**



COMMERCIAL DIVISION
225.925.4704

Fax Numbers

225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
BISTRO TO GO, L.L.C.	Limited Liability Company	SHREVEPORT	Active

Previous Names

Business: BISTRO TO GO, L.L.C.

Charter Number: 35933731K

Registration Date: 5/5/2005

Domicile Address

748 LASSUS
SHREVEPORT, LA 71106

Mailing Address

C/O JONATHAN E. EMERY
748 LASSUS
SHREVEPORT, LA 71106

Status

Status: Active

Annual Report Status: In Good Standing

File Date: 5/5/2005

Last Report Filed: 7/5/2018

Type: Limited Liability Company

Registered Agent(s)

Agent:	JONATHAN E. EMERY
Address 1:	748 LASSUS
City, State, Zip:	SHREVEPORT, LA 71106
Appointment Date:	5/5/2005

Officer(s)

Additional Officers: No

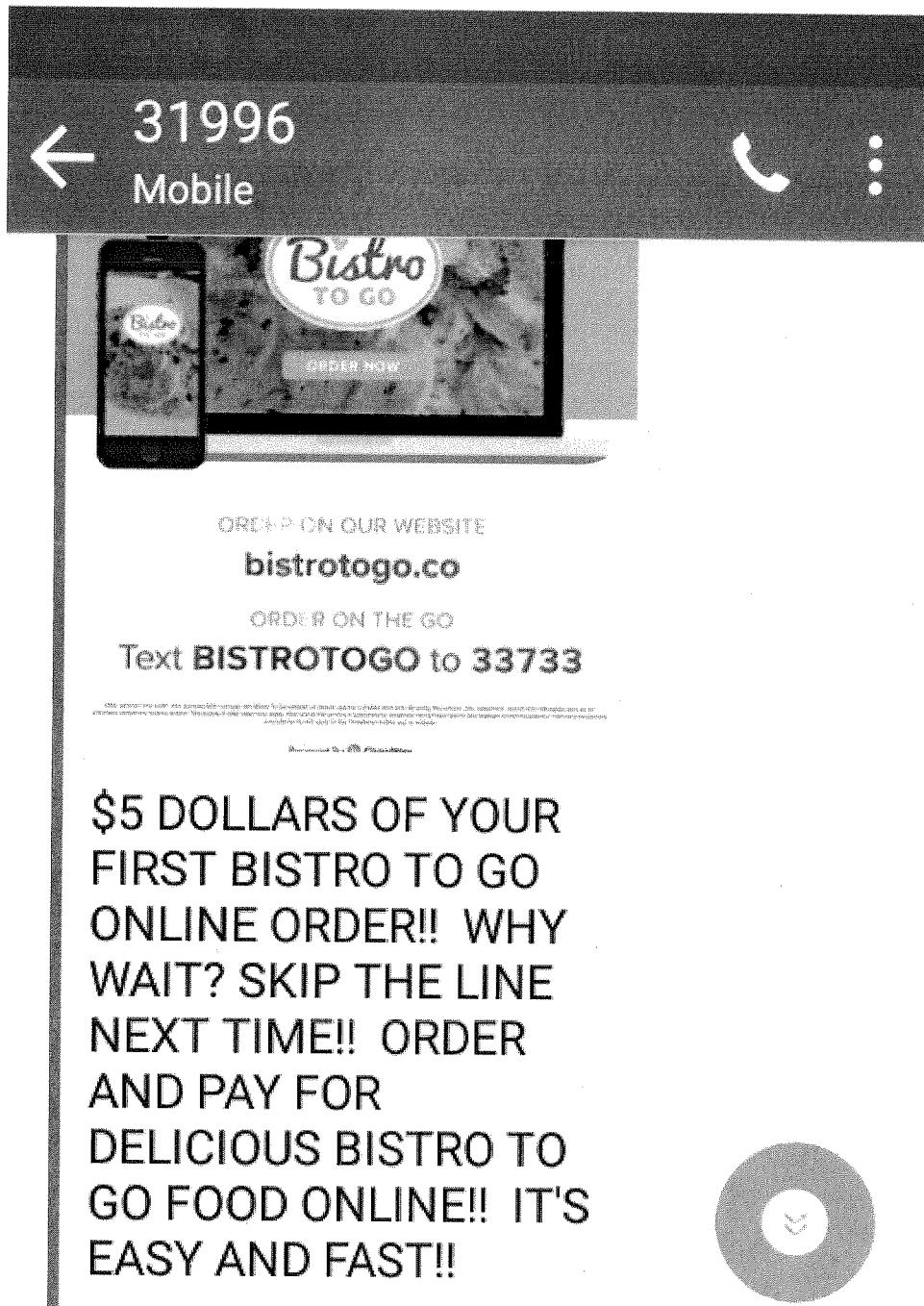
Officer:	JONATHAN E. EMERY
Title:	Member
Address 1:	748 LASSUS
City, State, Zip:	SHREVEPORT, LA 71106

Amendments on File

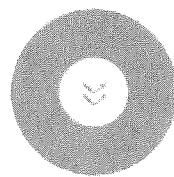
No Amendments on file

[Type here]

EXHIBIT J



**\$5 DOLLARS OF YOUR
FIRST BISTRO TO GO
ONLINE ORDER!! WHY
WAIT? SKIP THE LINE
NEXT TIME!! ORDER
AND PAY FOR
DELICIOUS BISTRO TO
GO FOOD ONLINE!! IT'S
EASY AND FAST!!**



Type a message...



Clerk, U.S. Courthouse
2 Niagara Square
Buffalo, New York 14202

Clinton Strange
7021 Winburn Drive
Greenwood, LA 71033
318-780-8946
PARSMLLC@gmail.com

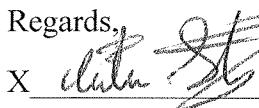
Dear Clerk:

Please find the following enclosed documents for filing in a case to be styled as *Strange v. Slick Innovations, LLC et al* (or however the Clerk chooses to caption the suit) that includes:

- 1- Original Pleading
- 2- Civil Cover Sheet
- 3- Exhibits A-J
- 4- *In Forma Pauperis* Motion

I am a non-prisoner Pro Se litigant. I am NOT set up for the 'pacer electronic filing system'.

Regards,

X 

Clinton Strange

8-31-2018

Dated

U.S. POSTAGE PAID
FROM GREENWOOD, LA
71033
AUG 31 18
AMOUNT

\$2.68



1000

14202

R2305H129624-1

Clinton Strange
7021 Winburn Drive
Greenwood, LA 71033

Clerk, U.S. Courthouse
2 Niagara Square
Buffalo, New York 14202

18 C 6635

JS 44 (Rev. 08/18)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

CLINTON STRANGE

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

SLICK INNOVATIONS, LLC et al

County of Residence of First Listed Defendant Chautauqua, New York
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- | | |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability PERSONAL PROPERTY <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	REAL PROPERTY <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	CIVIL RIGHTS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	PRISONER PETITIONS <input type="checkbox"/> 791 Employee Retirement Income Security Act	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act SOCIAL SECURITY <input type="checkbox"/> 790 Other Labor Litigation
			<input type="checkbox"/> 791 Employee Retirement Income Security Act	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions

V. ORIGIN (Place an "X" in One Box Only)

- | | | | | | | |
|---|---|--|---|--|--|---|
| <input checked="" type="checkbox"/> Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from Another District (specify) | <input type="checkbox"/> 6 Multidistrict Litigation - Transfer | <input type="checkbox"/> 8 Multidistrict Litigation - Direct File |
|---|---|--|---|--|--|---|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
47 U.S.C. 227**VI. CAUSE OF ACTION**Brief description of cause:
Restrictions on the Use of Telephone Equipment**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION
UNDER RULE 23, F.R.Cv.P.**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

08/31/2018

FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD

Pro Se X

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE